

**A RESOLUTION APPROVING A CERTAIN
RENTAL AGREEMENT FOR PROPERTY
LOCATED AT 11330 COLDWATER ROAD.**

WHEREAS, Common Council passed Resolution R-42-97 on July 22, 1997, for the purchase of property located at 11330 Coldwater Road; and

WHEREAS, said purchase of property is for the purpose of building a new fire station for the North 2 Annexation Area; and

WHEREAS, the construction of said fire station will not take place for two (2) years; and

WHEREAS, the City of Fort Wayne desires to lease the property to the present owners for the next two (2) years for a total rental amount of \$3,100.00; and

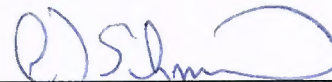
WHEREAS, said owners agree to maintain the property for the two (2) year rental period; and

WHEREAS, said rental agreement requires the approval of the Common Council of the City of Fort Wayne.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY
OF FORT WAYNE, INDIANA:**


SECTION 1. That said lease agreement between the City of Fort Wayne, Indiana, and, Rodney and Mary Jo Butler (Exhibit "A" attached hereto and made a part hereof), is hereby approved by the Common Council of the City of Fort Wayne, Indiana.

SECTION 2 That this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM
AND LEGALITY



J. TIMOTHY MCCAULEY, CITY ATTORNEY

"A"

____ ("Landlord"),

Landlord or Landlord's agents shall have the right to enter the Premises (without causing or constituting a termination of this Lease

(h) Prior to termination of occupancy, notice by one party of the nature of the other party's failure to observe or perform an obligation shall specify the details of such failure to a reasonable degree so that the party who has the obligation may reasonably understand the failure. If a default cannot, with diligence, be cured within the time provided by this Lease, the party whose obligation it is to cure may give the other party notice of that fact and of appropriate details and if the party is proceeding with diligence and in good faith to cure the default, the time within which the failure may be cured shall be extended for such period as may be needed to complete the curing in diligence and good faith.

SECTION 12. SUBORDINATION OF LEASE TO EXISTING AND FUTURE MORTGAGES.

12.01 This Lease is subject and subordinate at all times to the lien of existing and future mortgages upon the Premises, together with any renewals or extensions thereof, as may have been, or may hereafter be, granted by Landlord. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall, nonetheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgage, as may be desired or requested by a mortgagee of Landlord. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact, for the limited purpose of executing and delivering any such subordination instrument for and on behalf of Tenant.

SECTION 13. MISCELLANEOUS.

13.01 Time is of the essence.

13.02 Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord. If this Lease is assigned, or if the Premises or any part thereof is sublet, or occupied by a party other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant as the case may be, and apply the amounts so collected to the rent herein reserved. No such assignment, subletting occupancy or collection shall be deemed to be a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from his further performance of the covenants contained in this Lease. A consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from again obtaining Landlord's written consent to any subsequent assignment or subletting.

13.03 A Notice to be given under this Lease shall be in writing and either delivered in person or mailed, postage prepaid, and addressed: if to Landlord, at the address applicable according to Subsection 2.03; and if to Tenant, at the address of the Premises, or at such other address as Tenant shall designate in writing delivered to Landlord, except as provided in subsection 10.02. A notice mailed by registered or certified mail shall be deemed given on the date of postmark.

13.04 This Lease and its terms, covenants, agreements and provisions shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

13.05 Any change in, or modification or discharge of, this Lease shall be in writing signed by all persons who at the time are parties to this Lease.

13.06 This Lease and its terms shall be construed under the laws of the State of Indiana.

13.07 By initialing here _____ each party acknowledges the receipt of a signed copy of this Lease.

SECTION 14. ADDITIONAL TERMS, COVENANTS, AGREEMENTS, AND PROVISIONS.

Tenant may remove any fixtures, equipment, etc. or in fact have the entire building removed to a new location.

IN WITNESS WHEREOF, the parties have signed on this the date first above written.

Sandra R. Maldeney ^{Property Manager} Rodney F. Butler Mary Jo Butler
(Signature) (Signature) (Signature)
SANDRA R. MALDENY RODNEY F. BUTLER MARY JO BUTLER
(Print or Type Name) (Print or Type Name) (Print or Type Name)
PROPERTY MANAGER "Landlord" "Tenant"

STATE OF INDIANA
COUNTY OF ALLEN

SS:

Before me, a Notary Public in and for said County and State, on this 31 day of JULY, 199 7,
personally appeared SANDRA R. MALDENY, PROPERTY MANAGER, CITY OF FORT WAYNE

and acknowledged the execution of the above and foregoing Lease to be a voluntary act and deed.

WITNESS my hand and Notarial Seal.



Beverly A. German
BEVERLY A. GERMAN Notary Public
(Print or Type Name)

My Commission Expires: 4-18-98 Resident of ALLEN County

STATE OF INDIANA
COUNTY OF ALLEN

SS:

Before me, a Notary Public in and for said County and State, on this 31 day of JULY, 199 7,
personally appeared RODNEY F. BUTLER AND MARY JO BUTLER

and acknowledged the execution of the above and foregoing Lease to be a voluntary act and deed.

WITNESS my hand and Notarial Seal.



Beverly A. German
BEVERLY A. GERMAN Notary Public
(Print or Type Name)

My Commission Expires: 4-18-98 Resident of ALLEN County

This instrument was prepared by _____, Attorney at Law

10.07 If Landlord fails to give the notice in accordance with Subsection 10.05, Landlord admits that no part of the security deposit is to be applied to any claim of Landlord under this Part A, and Landlord shall remit to Tenant all the security deposit immediately after expiration of the 45-day period stated in Subsection 10.05. If Landlord fails so to remit, Tenant may recover all of the security deposit and reasonable attorney's fees and court costs.

10.08 Unless otherwise agreed, a manager of the Premises is relieved of any liability the manager might have under law or this Lease as to events occurring after written notice to Tenant of the termination of the manager's management.

10.09

(1) Upon a good faith sale to a bonafide purchaser of the Premises, Landlord shall transfer or assign such security deposit to any new owner of the Premises, and upon doing so, shall be relieved of any further liability for such security deposit.

(2) Landlord is relieved of liability under law or this Lease as to events occurring after written notice to Tenant of the conveyance

(3) However, for one (1) year after giving the notice Landlord remains liable to Tenant for the security deposit to which Tenant is entitled unless the purchaser acknowledges that the purchaser has assumed the liability of the seller by giving notice to Tenant, and upon conveyance the seller transfers the security deposit to the purchaser.

(4) The owner of the Premises at the time of the termination of this Lease is bound by this section.

10.10 Neither Landlord nor Tenant may waive, by contract or otherwise, IC 32-7-5, and any attempt to do so is void.

10.11 _____, whose address is _____,
(Name of Manager, if any)

10.12 The same person is authorized to act as agent for Landlord for the purpose of service of process and for the purpose of receiving and receipting for notices and demands, unless a different person, with address, is here stated:

NAME

ADDRESS

10.13 Persons named in Subsection 10.11 and 10.12 must reside in Indiana. A person authorized to act as agent under Subsection 10.12 (whether the manager of the Premises or another person whose name and address are in Subsection 10.12) must be reasonably accessible to Tenant.

10.14 This Part A does not preclude Landlord or Tenant from any remedy, at law or in equity, otherwise available, including, but not limited to recovering other damages to which either is entitled.

PART B (Non-Residential)

~~10.15 If the Premises is not used for residential purposes as described in Part A, and if as a result of that IC 32-7-5 does not apply, the parties may make other arrangements for a security deposit. They should be in writing and either be made a part of this Lease (such as under Section 14) or be included in an addendum to this Lease or an amendment of it.~~

10.16 The parties may, however, use all or as much of Part A as they may agree.

By both parties initialing here _____, and by inserting an amount in Subsection 10.03, they put into operation the provisions of Part A, except to the extent they mutually waive, amend or omit any of them.

SECTION 11. DEFAULTS AND REMEDIES.

11.01 Defaults by Tenant. A default by Tenant will have occurred under this Lease IF:

(a) Tenant fails to pay the full amount of any installment of rent on or before the date when it is due and payable; or

(b) Tenant fails to observe or perform any other provision of this Lease for thirty (30) days after Landlord has given Tenant notice of the nature of Tenant's failure; or

(c) Tenant files a petition in bankruptcy or for an arrangement under any present or future federal or state bankruptcy law, or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or admits in writing Tenant's inability to pay debts as they become due; or

(d) a receiver or trustee of Tenant or of the Premises is appointed and, in the case of a proceeding brought against Tenant, is not discharged within ninety (90) days after the appointment, or Tenant consents to or acquiesces in the appointment; or

(e) Tenant abandons, quits or vacates the Premises; or

(f) any activity of Tenant causes the cancellation of the hazard insurance coverage on the Premises; or

(g) the interest of Tenant under this Lease is ordered sold under execution or other legal process.

11.02 Remedies of Landlord for Default by Tenant.

If a default by Tenant has occurred under this Lease and is continuing, Landlord has the following remedies:

(a) The right to reenter and repossess the Premises, and the right to remove all persons and property from the Premises, all in a lawful manner.

(b) The right to give Tenant notice of Landlord's termination of this Lease as of a date specified in the notice, the date to be not earlier than the date of the notice.

(c) The right to relet the Premises, or any part of it, for the account of Tenant, for such term or terms and on such conditions as Landlord, in Landlord's sole discretion, determines. Landlord shall not be responsible or liable to collect any rent payable upon any reletting.

(d) The right to advance money or make any expenditure to cure any default of Tenant other than default in payment of rent.

(e) The right to collect from Tenant by any lawful means

(1) any rent due and unpaid,

(2) any deficiency which results from default of Tenant and the failure of any subletting to give Landlord the rent provided by this Lease

(3) any money advanced or expenditure made by Landlord pursuant to Subsection 11.02 (d), and

(4) any other amount which Tenant owes Landlord under this Lease.

(5) the attorney's fees, costs, and expenses, recoverable by Landlord under Section 11.06(e).

11.03 Effect of Exercise of Remedies by Landlord.

(a) Upon exercise by Landlord of Landlord's right to reenter and repossess, or to remove persons and property from, the Premises or upon termination of this Lease pursuant to Subsection 11.02(b), Tenant and each person claiming by or through Tenant shall forthwith quit the Premises and surrender it to Landlord, and Landlord shall be entitled to all remedies at law or in equity to effect this right. Upon reentry, Landlord shall again have possession of the Premises as though this Lease had not been made.

(b) Upon the date specified in Landlord's notice of intention to terminate this Lease, this Lease shall terminate, and Tenant and any person claiming by or through Tenant shall become a tenant at sufferance.

(c) Within seven (7) days of Tenant's vacation of the Premises, Tenant shall remove therefrom all of Tenant's personal property. If Tenant fails to so remove, said property shall be deemed as abandoned by Tenant and shall become the property of Landlord.

11.04 Defaults by Landlord.

A default by Landlord will have occurred under this Lease if Landlord fails to observe or perform any obligation imposed upon Landlord by this Lease for thirty (30) days after Tenant has given Landlord notice of the nature of Landlord's failure.

11.05 Remedies of Tenant for Default by Landlord.

If a default by Landlord has occurred under this Lease and is continuing, Tenant has the following remedies:

(a) The right to bring an action against Landlord to recover such damages as Tenant may have incurred as a result of Landlord's default.

(b) The right to claim an eviction as provided by law.

11.06 Provisions Applicable to Defaults and Remedies.

(a) Failure or omission of either party to exercise any remedy shall not constitute a waiver, or bar or abridge exercise of a remedy upon any subsequent default.

(b) Receipt of rent by Landlord with knowledge of default by Tenant shall not constitute a waiver as to such default or as to a remedy available in respect of such default.

(c) No right or remedy of either party shall be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Lease or now or hereafter existing at law or in equity. Termination of this Lease by Landlord shall not prohibit Landlord from recovering any monies due or to become due pursuant to Subsection 11.02.

(d) In addition to any remedies given Landlord by any previous provision of this Lease, Landlord shall be entitled, to the extent permitted by law, to injunctive relief in case of any violation, or attempted or threatened violation, of any of the covenants, agreements or provisions of this Lease.

(e) Each party is entitled to recover his reasonable attorney fees, costs and expenses incurred by reason of exercising his remedies under this Lease.

(f) If Landlord, without fault, is made a party to any litigation commenced against Tenant or because of Tenant's activities, and if Tenant, at Tenant's expense, fails to provide Landlord with legal counsel satisfactory to Landlord, Tenant shall pay all costs and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

(g) Each party shall be entitled to enforce any rights or exercise any remedies without relief from valuation and appraisal laws

or an interference with Tenant's possession) at all reasonable times for the purposes of showing the Premises to prospective buyers or tenants, examining its condition or use, and of performing Landlord's obligations (pursuant to Subsection 5.01) and Tenant's obligations (pursuant to Subsection 5.03).

SECTION 6. ALTERATIONS.

6.01 Without Landlord's prior written consent, Tenant shall make no alteration of or addition to the Premises, including (without limitation) painting, wallpapering and carpeting. Landlord's decision to refuse such consent shall be conclusive.

6.02 Should Landlord elect to give such consent, Tenant shall protect, indemnify and save Landlord harmless against:

- (a) any lien for labor or material furnished, or
- (b) any claim which any subcontractor, lessor of equipment, journeyman or laborer may have under law against an owner of real property for services, material or machinery, or
- (c) any liability for personal injury or damage to property associated in any way with any alteration or addition.

6.03 Landlord may also require Tenant to furnish security, insurance, or other assurance as Landlord may reasonably require to protect Landlord against the liens, claims and liabilities described in Subsection 6.02, and to assure that the work will be performed in a lawful and workmanlike manner and with proper materials.

6.04 Upon the termination of this Lease, or when Tenant abandons, quits or vacates the Premises, whichever shall first occur, any alteration or addition made pursuant to this Section shall become Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant. However, Tenant may remove any trade fixtures which Tenant has installed. Tenant shall repair any damage to the Premises caused by Tenant or Tenant's agents in removing any property therefrom.

SECTION 7. RISK OF LOSS.

7.01 Landlord shall bear the risk of loss arising from damage to or loss of improvements and Landlord's personal property on the Premises.

7.02 Tenant shall bear the risk of loss arising from damage to or loss of Tenant's personal property and trade fixtures located on the Premises.

7.03 If use of the Premises is for business, Tenant shall bear the risk of loss arising from interruption of business use.

7.04 Tenant shall bear the risk of, and Tenant shall save Landlord harmless from loss, cost or expense by reason of claims for personal injury and property damage arising out of Tenant's occupancy of the Premises, whether due to the fault of Tenant or others, excepting only fault of Landlord. Tenant may fulfill Tenant's obligations by reason of this Subsection 7.04 by maintaining a public liability and property damage insurance policy naming Landlord as an additional insured, in the amount of \$100,000.00 for each person and \$300,000.00 for each occurrence of personal injury and \$50,000.00 for property damage, or such other amounts that the parties have designated here:

Tenant shall furnish a certificate of any such insurance coverage to Landlord.

7.05 Notwithstanding any provisions to the contrary in this Lease, if the Premises shall be destroyed or damaged by casualty to such an extent as will make the Premises unusable for more than seven (7) days for the purpose(s) described in Subsection 3.01 above, either party (excepting any party whose fault caused the casualty) has the right to terminate this Lease by giving notice of such termination to the other party within thirty (30) days after the date the casualty occurs. Termination of this Lease shall then be effective as of the date of such casualty. Rent shall be prorated to the date of termination.

7.06 Nothing in this Section 7 shall bar a claim of one party against the other for injury or damage caused by the fault of the other party.

SECTION 8. WAIVER OF RIGHT OF SUBROGATION. (OPTIONAL)

8.01 By both parties initialing here _____, each party has requested of the other a release from liability for damage to property. Accordingly,

(a) Landlord releases Tenant, to the extent Landlord has insurance coverage against the hazards to which this release applies, from liability for loss or damage caused by casualties insured against, notwithstanding any fault or negligence of Tenant or Tenant's agents; provided, however, that this release shall be effective only if Landlord's policy or policies of insurance contain a waiver of right of subrogation clause which provides that a release given by an insured shall not affect the policy or the right of the named insured to recover under the policy.

(b) Tenant releases Landlord, to the extent Tenant has insurance coverage against the hazards to which this release applies, from liability for loss or damage caused by casualties insured against, notwithstanding any fault or negligence of Landlord or Landlord's agents; provided, however, that this release shall be effective only if Tenant's policy or policies of insurance contain a waiver of right of subrogation clause which provides that a release given by an insured shall not affect the policy or the right of the named insured to recover under the policy.

8.02 Each party agrees to have its insurance policy or policies include a waiver of right of subrogation clause if it is includable without additional premium. However, if an insurance carrier requires additional premium for a waiver of right of subrogation clause, then the party in whose favor the release would operate [Tenant in the case of Subsection 8.01(a), and Landlord in the case of Subsection 8.01(b)] shall bear the cost of such premium. Refusal of a party to pay such cost on demand excuses the other party from obtaining a waiver of right of subrogation clause, with the result that the release in favor of the refusing party will not be effective.

SECTION 9. CONDEMNATION.

9.01 If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose(s) described in Subsection 3.01 above, is condemned and sold for any public use or purpose by any legally constituted authority, this Lease shall terminate when possession is taken by such authority; and rent shall be prorated as of the date possession is so taken. Termination of this Lease under this Subsection 9.01 shall not prejudice the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any rights in or to any award made to the other by the condemning authority.

SECTION 10. SECURITY DEPOSIT.

PART A (Residential)

10.01 If the Premises includes a structure, or part of a structure, that is used as a home, residence or sleeping unit by one (1) individual who maintains a household or by two (2) or more individuals who maintain a common household, or any grounds, other facilities, or area promised for the use of a residential tenant including an apartment unit, boarding house, rooming house, mobile home space, and a single or two (2) family dwelling, and if a security deposit is made as set forth in Subsection 10.03, Subsections 10.01 through 10.14 of this Part A apply. Those subsections are intended to comply with the provisions of Indiana Code 32-7-5.

10.02 An essential element in Landlord's requirement to return the security deposit to Tenant is that Tenant supply Landlord with a mailing address, for Tenant, to be used after termination of Tenant's occupancy of the Premises. Tenant may supply an address, if one is available now, other than the address of the Premises, in Section 14; however, Tenant may change said address by giving written notice to Landlord. Landlord is not required to return any of the security deposit until Tenant supplies, in writing, a mailing address for Tenant.

10.03 Tenant has deposited, as a requirement of Landlord, with Landlord or Landlord's agent the sum of \$ -0-, which shall be held as a security deposit for purposes of this Part A.

10.04 The security deposit shall be used only for the following purposes:

- (1) To reimburse Landlord for actual damages to the Premises that are not the result of ordinary wear and tear in the normal course of habitation of a dwelling.
- (2) To pay Landlord for all rent in arrearage under this Lease, and rent due for premature termination of this Lease by Tenant.
- (3) To pay for the last payment period of this Lease where there is a written agreement between Landlord and Tenant (elsewhere in this Lease or in a separate document signed by the parties) that stipulates the security deposit will serve as the last payment of rent due.
- (4) To reimburse Landlord for utility and sewer charges, paid by Landlord, that are the obligation of Tenant under this Lease and that are unpaid by Tenant.

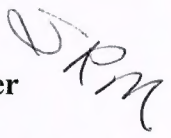
10.05 Within 45 days after termination of occupancy Landlord shall mail to Tenant at the address provided by Tenant, a written notice:

- (a) containing the estimated cost of repair for each specific item claimed by the Landlord for damages beyond normal wear and tear and the amounts (from the security deposit) which Landlord intends to apply toward such costs; and
- (b) listing all other items of Subsection 10.04 against which the security deposit is to be applied; and
- (c) identifying this Lease; and
- (d) accompanied by a check or money order, payable to Tenant, in the amount of the security deposit, minus the amounts to be applied to the items listed in the notice.

10.06 A termination of occupancy will be deemed to have occurred when Tenant abandons, quits or vacates the Premises with Landlord's knowledge or when Landlord reasonably determines that Tenant has moved from the Premises, regardless of any personal property of Tenant still remaining in the Premises. Such termination will also be deemed to be delivery of possession.

Memorandum

To: The Members of the Common Council

From: Sandra Maldeney
City Property Manager 

Re: Lease Agreement--11330 Coldwater Road

Date: August 5, 1997

The City of Fort Wayne purchased a property located at 11330 Coldwater Road on July 31, 1997 for the purpose of building a new Fire Station to meet the North 2 annexation obligations.

The owners of that property wish to continue to live at the property for the next two (2) years and are willing to maintain the property. Attached to this memo for your approval is a Residential Real Estate Lease by and between the CITY OF FORT WAYNE and RODNEY AND MARY JO BUTLER. The total rent for the 24 month period will be \$3,100.00.. The property purchase price was \$105,000.00. Two (2) appraisals were completed, the mean of which was \$108,100.00. The difference between the appraisals and the purchase price will be the total rental payment by the owner with no exchange of money.

This property is almost four (4) acres and to maintain the property until the new Fire Station is constructed could easily cost over \$3,100.00. Tenant shall be responsible for any Personal Property, Fire/Hazard or Liability Insurance while occupying the home.

I will be present at the City Council meeting on August 19 for discussion and any questions you may have.

cc: Paul Helmke
Greg Purcell
Kathy Friend
Dave Boyer

Read the first time in full and on motion by Belmidh,
and duly adopted, read the second time by title and referred to the Committee on
Finance (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at
o'clock _____ M., E.S.T.

DATED: 8-12-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Belmidh,
and duly adopted, placed on its passage. PASSED
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST				<u>✓</u>
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 8-26-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____

(ZONING) _____ ORDINANCE _____ RESOLUTION NO. R-55-97
on the 26th day of August, 1997

Sandra E. Kennedy ATTEST: _____ SEAL _____
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
27th day of August, 1997,
at the hour of 11:30, o'clock PM, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day
of August, 1997, at the hour of 1:00
o'clock _____ M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. R-97-08-07

REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (~~ORDINANCE~~) (~~RESOLUTION~~) RESOLUTION APPROVING A
CERTAIN RENTAL AGREEMENT FOR PROPERTY LOCATED AT 11330 COLDWATER ROAD

HAVE HAD SAID (~~ORDINANCE~~) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

DATED: 8-26-97

Sandra E. Kennedy
City Clerk